

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908 (CML)

**DEBTOR'S EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING
ANKURA CONSULTING GROUP, LLC TO PROVIDE A CHIEF RESTRUCTURING
OFFICER TO THE DEBTOR EFFECTIVE AS OF NOVEMBER 26, 2024**

**EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT
LATER THAN DECEMBER 23, 2024.**

**IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT
EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT
THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE
DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH.
OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND
GRANT THE RELIEF REQUESTED.**

Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the "Debtor"),² hereby moves (the "Motion") on an emergency basis for the approval of the appointment of Isaac Lee, Ankura Consulting Group, LLC ("Ankura"), as Chief Restructuring Officer (the "CRO"). Previously, the Debtor filed the *Application for Entry of an Order Authorizing the Employment and Retention of Ankura Consulting Group, LLC as Financial and Restructuring Advisor* [Docket No. 47] (the

¹ The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

² Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Application.



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“Application”), which no party opposed.

The Debtor requests the entry of an order authorizing the appointment and retention of the CRO on an emergency basis because it will facilitate ongoing discussions with the U.S. Department of Justice (the “DOJ”) related to resolving the payment suspension imposed by the Centers for Medicare and Medicaid Services (“CMS”), and as required by paragraph 5(a) of the *Stipulation and Agreed Order Regarding Suspension of Medicare Payments to the Debtor By the United States Department of Health and Human Services* [Docket No. 86] (the “Stipulation”). Postpetition, the Debtor has not received any reimbursements and the Stipulation, which will allow payments to resume, requires the appointment of a CRO.

CMS, represented by attorneys from the U.S. Department of Justice (the “DOJ”), has been consulted about both the identity and duties of the proposed CRO and has no objections.

The Debtor seeks entry of the order attached hereto as **Exhibit “A”** (the “Proposed Order”) without further hearing as permitted under Section 45 of the Procedures for Complex Cases in the Southern District of Texas (“Section 45”) or, if necessary, after a hearing on this Motion at the Court’s earliest convenient hearing date and time. Further, (i) a redline of the Proposed Order reflecting changes to order [Docket No. 47-3] submitted with the Application is attached hereto as **Exhibit “B,”** and (ii) the Curriculum Vitae of Isaac Lee (the “Lee CV”) is attached hereto as **Exhibit “C.”**

In support of the Motion, the Debtor further relies upon the *Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* [Docket No. 8] (the “First Day Declaration”) and the *Declaration of Isaac Lee* attached to the Application as Exhibit “B” (the “Lee Declaration”).

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157(a) and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory basis for the relief requested are §§ 105(a), 327, 328 and 363 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”),³ Rules 2002(a)(2), 2014, 2016, and 5002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2002-1(a)(2), 2014-1, 2016-1, 9003-1 and 9013-1(i) of the Local Rules (the “BLR”) for the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

BACKGROUND

3. On October 21, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. As described in the First Day Declaration, a prepetition Payment Suspension (as defined in the First Day Declaration) imposed by CMS had suspended all Medicare payments to the Debtor, resulting in a cessation of approximately 91% of the Debtor’s income. *See* First Day Declaration, ¶ 30.

4. The Debtor and CMS, through its attorneys at the DOJ, have engaged in negotiations concerning the Payment Suspension.

5. On November 5, 2024, the Debtor filed the Application and the Lee Declaration in support thereof. The objection deadline for the Application expired on November 28, 2024, and the Debtor has received no objections or response to the Application.

6. On December 19, 2024, the Debtor filed the Stipulation, which requires the Debtor to seek Court approval for the appointment of a CRO.

³ Unless specified otherwise, all chapter and section reference are to the Bankruptcy Code.

7. In furtherance of the foregoing, contingent upon Court approval, the Debtor appointed Isaac Lee as the CRO of the Debtor, effective as of November 26, 2024, pursuant to the terms of an amended engagement agreement (“Amended Engagement Agreement,” attached hereto as **Exhibit “D”**), which sets forth the duties and responsibilities of the CRO.

8. The Amended Engagement Agreement does not change the compensation terms for Ankura set forth in the original Engagement Letter and Application.

9. As CRO, Mr. Lee will be a duly appointed officer of the Debtor and a temporary member of the Debtor’s senior executive team. He will report directly to Dr. Owen Ellington, the Chief Executive Officer of the Company (the “CEO”), and be authorized to interact and coordinate with key stakeholders and parties of interest as deemed necessary by the CRO.

10. As CRO and pursuant to the Amended Engagement Agreement, Mr. Lee will provide the following services (collectively, the “CRO Services”):

- i. **Leading the Debtor’s Financial Restructuring and Bankruptcy Related Activities:** Serve as the Debtor’s designated officer in coordinating the Debtor’s financial restructuring, negotiations with the DOJ and CMS with regard to the pending investigations, bankruptcy exit plan and transaction activities, including the Services set forth in (a) – (k) of the Engagement Agreement. The CRO would be supported by the Ankura team, Debtor management, and the Debtor’s legal and other advisors, to explore, evaluate, and analyze the Debtor’s available restructuring and bankruptcy exit plan options.
- ii. **Advisory Services:** Lead the Debtor’s management and advisors in informing and advising the CEO on restructuring plan and bankruptcy exit plan options and recommendations.
- iii. **Stakeholder Communication:** Serve as the Debtor’s designee regarding engagement with internal and external stakeholders such as creditors, landlords and governmental agencies related to the Medicare suspension investigation and potential resolution.
- iv. **Cash Management and Liquidity:** Monitor disbursements made by the Debtor and provide oversight and guidance regarding actions to enhance and preserve the Debtor’s available liquidity.

- v. Financial Authority and Responsibility: Approve budgets, expenditures related to the budget and related financial matters, and other matters related to the stipulation with the DOJ, all of which are subject to collaborating with the CEO as necessary to ensure that a physician is involved in any decision-making that affects the practice of medicine, as required by California's corporate practice of medicine doctrine.

See Amended Engagement Agreement.

11. As reflected in the Lee CV, Mr. Lee is well suited to serve as CRO given his extensive experience and healthcare expertise. More specifically, Mr. Lee is a Managing Director at Ankura and has more than twenty-five (25) years of operational and financial restructuring experience. He has advised numerous companies on turnaround plan development and evaluation, liquidity improvement initiatives, asset dispositions, liability management and bankruptcy filing preparation, plus he has assisted in managing and administering companies during chapter 11 cases. Additionally, he has prior experience with health care providers, including acting as Chief Restructuring Officer for Borrego Community Health Foundation and holding senior level responsibilities for a nine surgical center system engagement and a long-term care hospital system engagement where Ankura was involved. He received his MBA from the Tuck School at Dartmouth College and a BS in Business Administration from the University of Southern California.

12. The Debtor filed the *Supplemental Application For Entry of an Order Authorizing The Expansion of The Scope of The Services of Ankura Consulting Group, LLC, To Provide a Chief Restructuring Officer To The Debtor Effective as of November 26, 2024* [Docket No. 82] (the "Supplement") (and the Amended Engagement Agreement) on December 8, 2024.

13. On December 10, 2024, counsel for the Debtor conferred with the Office of the United States Trustee regarding the Supplement, and counsel for the United States Trustee

requested that the Debtor provide notice to creditors and other parties in interest through the filing of an emergency motion.

REQUIRED REPRESENTATIONS AND DISCLOSURES⁴

14. Pursuant to Bankruptcy Rule 2014(a), Ankura must disclose in this Application the connections between Ankura, the Debtor, and potential parties in interest, and any potential conflicts of interest. Ankura made these disclosures in the Application on pages 7-9. For ease and in connection with this Motion, these connections are disclosed again in **Schedule 2** to the Lee Declaration.

15. To the best of the Debtor's knowledge, none of the professionals or employees of Ankura have any connection with the Debtor, other than disclosed in the Lee Declaration. To the best of its knowledge, Ankura does not presently represent any interest adverse to the Debtor in regard to the matters with which it is to be employed in these proceedings and is a "disinterested" person with respect to the Debtor. 11 U.S.C. §§ 101(14), 327(a) and 1107(b). Representations and disclosures required under Bankruptcy Rule 2014 and BLR 2014-1 are contained in the Lee Declaration.

16. Ankura has not received any lien or other interest in property to secure payment of Ankura's fees and expenses in this case.

17. Ankura has no prepetition claim in this case.

18. Ankura has neither shared nor agreed to share any of the compensation it receives from this case with any person other than to share this compensation among its professionals and employees.

19. Ankura is not a creditor, an equity security holder, or an insider of the Debtor.

⁴ These representations and disclosures were made in the Application, and the Debtor repeats them here as they continue to be accurate. See Application at ¶¶ 21-34.

20. Ankura is not and was not an investment banker for any outstanding security of the Debtor. Ankura has not been within three years before the Petition Date an investment banker for a security of the Debtor, or an attorney for such an investment banker in connection with the offer, sale, or issuance of any security of the Debtor.

21. Neither Ankura nor any member of Ankura has ever been a director, officer, or employee of the Debtor or of any investment banker for any security of the Debtor.

22. To the best of the Ankura's knowledge, except as set forth in the Lee Declaration, Ankura's professionals and employees (i) are not creditors, equity security holders, or insiders of the Debtor, (ii) are not and were not, within two years of the Petition Date, directors, officers, or employees of the Debtor, (iii) do not represent any other entity having an adverse interest in connection with this case, and (iv) are not related to any judge of this Court, the U.S. Trustee, or any employee of the U.S. Trustee in this district.

23. As described in the Lee Declaration, Ankura has undertaken an extensive review of its conflicts database of existing and former clients to determine whether it had or has any connections with the parties-in-interest in this case. Attached to the Lee Declaration as Schedule 1 is a list of the parties-in-interest in this case that was prepared by the Debtor (the "Parties-in-Interest-List") that Ankura has run through its conflicts database for the purpose of making these disclosures.

24. Pursuant to Bankruptcy Rule 2014(a), Ankura must disclose the connections between Ankura, the Debtor, potential parties in interest, and any potential conflicts of interest. Those connections are disclosed in **Schedule 2** to the Lee Declaration. Other than as set forth in the Lee Declaration, and to the best of the Debtor's knowledge, Ankura does not have connections with the Debtor, the bankruptcy estate, any insider of the Debtor, any creditors of the Debtor, any

other party-in-interest in this case, or their respective attorneys or accountants, the United States Trustee, or any person employed by the United States Trustee. Ankura avers that none of the connections are disqualifying.

25. Ankura has represented other debtors in cases before the Court. Such prior representation in no way affects the proposed representation as provided for herein.

26. Ankura will conduct inquiries into any matters that would affect the foregoing. In the event additional disclosure is necessary, Ankura will file a supplemental verified statement setting forth any facts and circumstances relevant thereto.

27. The Debtor believes that its employment of Ankura upon the terms and conditions set forth above is in the best interests of the Debtor and the Debtor's estate.

COMPENSATION OF ANKURA

27. The Debtor proposes to retain Ankura retroactive to the Petition Date (and for CRO services retroactive to November 26, 2024) immediately upon the entry of an order from this Court authorizing employment pursuant to the Engagement Letter and Amended Engagement Letter, with compensation to be paid as set forth therein. The Debtor does not seek any change to the compensation terms as set forth in the original Engagement Letter and Application, because the Amended Engagement Letter only supplements services to be provided and does not alter Ankura's terms of compensation. Details concerning Ankura's compensation under the Application, which the Debtor believes is reasonable and appropriate given the specific services that are needed, are provided in paragraphs 35-44 of the Application and paragraph 4 of the Supplement.

28. In summary, Ankura recognizes that the payment of fees and expenses is subject to approval of the Court. The Debtor has agreed, subject to this Court's approval, to pay Ankura at

its customary hourly rates for professionals and paraprofessionals, as set forth in the Lee Declaration. These hourly rates are subject to change from time to time in accordance with Ankura's established billing practices and procedures. Ankura agrees to accept, as compensation for its services, such sums as may be allowed by this Court in accordance with applicable law, based upon the time spent, the services rendered, the costs incurred, the results achieved, the difficulties encountered, the complexities involved, and any other appropriate factors.

BASIS FOR RELIEF

29. Pursuant § 327(a), a debtor-in-possession “with the court’s approval, may employ one or more . . . professional persons, that do not hold or represent an interests adverse to the estate, and that are disinterested persons, to represent or assist the [debtor-in-possession] in carrying out the [debtor-in-possession’s] duties under this title.” 11 U.S.C. § 327(a). A bankruptcy court may approve the debtor-in-possession’s retention of a professional to act as CRO if the professional satisfies the requirements § 327. *See In re McDermott Int’l, Inc.*, 614 B.R. 244, 255 (Bankr. S.D. Tex. 2020).

30. Section 328(a) allows the Debtor, as debtor-in-possession, to “employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including . . . on an hourly basis[.]” 11 U.S.C. § 328(a); *see In re High Voltage Eng’g Corp.*, 311 B.R. 320, 333 (Bankr. D. Del. 2004) (discussing cases interpreting § 328(a) and concluding that bankruptcy court’s obligation in an application under § 328(a) is “to determine the reasonableness of the proposed terms and conditions” up front).

31. In addition to the authority granted in § 327(a), the Debtor may retain estate professionals, including CROs, pursuant to § 363(b). Section 363(b) provides, in relevant part, that the trustee or debtor in possession “after notice and a hearing, may use, sell or lease, other

than in the ordinary course of business, property of the estate ...” 11 U.S.C. § 363(b). A debtor in possession has broad discretion to use estate property when such use represents a reasonable business judgment on the part of the debtor. *See, e.g., In re Colad Group, Inc.*, 324 B.R. 208, 215 (Bankr. W.D.N.Y. 2005). In approving a decision under § 363, courts look to whether the debtor has “a good business reason” in seeking approval of the application. *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (noting that a debtor must show “some articulated business justification” for using property outside the ordinary course of business under § 363(b)).

32. Here, the Debtor submits that the retention of the CRO satisfies the requirements of §§ 327 and 363, and the Debtor seeks approval by the Court of the terms and conditions as described herein and under the Amended Engagement Agreement, under § 328(a). As discussed above, the employment of the CRO will enhance the Debtor’s ability to settle its disputes with CMS, which is critical to the Debtor being able to address its liquidity crisis since an agreement with CMS will result in the Debtor receiving reimbursements from CMS for services provided. The CRO will also, among other things, support the Debtor in formulating a plan of reorganization. Consequently, the Debtor, in its business judgment, has determined that retaining a CRO will benefit the Debtor and its estate, while at the same time fulfilling the policy of chapter 11 of the Bankruptcy Code to allow the Debtor the chance, as debtor-in-possession, to control its own reorganization process. *See In re Blue Stone Real Estate, Construction & Dev. Corp.*, 392 B.R. 897, 905 (Bankr. M.D. Fla. 2008).

33. Further, there were no objections or responses to the Application, so the Court may enter the Proposed Order. *See Procedures for Complex Cases in the Southern District of Texas* at § 45 (“Objections to a motion, application, objection to claim or other pleading filed with the Court

may be resolved by filing an agreed form of order filed with a Certificate of Counsel (“CoC”) ... Upon receipt of the CoC, the Court may enter the order attached to the CoC without further notice or hearing.”).

NOTICE

34. Notice of this Motion will be given to (i) the Debtor, (ii) the United States Trustee, (iii) the DOJ, (iv) CMS, and (v) all parties who have filed a notice of appearance with this Court.

CONCLUSION

35. Based on the foregoing and pursuant to the Application, the Debtor requests entry of (i) the Proposed Order, which, among other things, approves the expansion of the scope of Ankura’s retention to include the CRO services, and (ii) any further relief as the Court deems just and proper.

[Signature page to follow]

Dated: December 19, 2024

Respectfully submitted,

DENTONS US LLP

/s/ Casey Doherty

Casey Doherty

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Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF ACCURACY

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to BLR 9013-1(i).

/s/ Casey Doherty

CERTIFICATE OF SERVICE

This is to certify that I have on December 19, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Casey Doherty

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,⁵

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908 (CML)

**ORDER GRANTING DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF ISAAC LEE AS CHIEF
RESTRUCTURING OFFICER AND ANKURA CONSULTING GROUP, LLC AS
FINANCIAL AND RESTRUCTURING ADVISOR**

Upon consideration of the *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Ankura Consulting Group, LLC as Financial and Restructuring Advisor* [Docket No. 47] (the "Retention Application"), the *Debtor's Supplement to Application for Entry of an Order Authorizing the Expansion of the Scope of the Services of Ankura Consulting Group, LLC to Provide a Chief Restructuring Officer to the Debtor Effective as of November 26, 2024* [Docket No. 82] (the "Supplement"), and the *Emergency Motion for Entry of an Order Authorizing Ankura Consulting Group, LLC to Provide a Chief Restructuring Officer to the Debtor Effective as of November 26, 2024* (the "Emergency Motion," together with the Retention Application and Supplement, the "Application")⁶ of the above-captioned debtor and debtor in possession (the "Debtor"); and upon the First Day Declaration and the Lee Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found

⁵ The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

⁶ Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Retention Application, Supplement, or Emergency Motion, as applicable.

that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and (d) the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted on the terms set forth herein.
2. All objections to the Application or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Debtor is authorized to employ Ankura as its financial and restructuring advisor under §§ 327(a) and 328 of the Bankruptcy Code, to perform such services as detailed in the Application, with such employment effective as of the Petition Date.
4. The Debtor's appointment of Isaac Lee as its Chief Restructuring Officer, to perform such services as detailed in the Application and under the terms of the Engagement Letter and the Amended Engagement Letter, with such employment effective as of November 26, 2024, is approved.

5. All payments of professional fees and reimbursements of expenses to Ankura are subject to court approval based upon application to the Court and submission of contemporaneous time records, pursuant to Bankruptcy Rules and the BLR.

6. Service of the Application, the Lee Declaration, and the proposed order was sufficient notice to parties under the circumstances.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062 and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry

8. This Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Order.

Dated: _____, 2024

Judge Christopher M. Lopez
United States Bankruptcy Judge

EXHIBIT B

**REDLINE OF PROPOSED ORDER FROM ORDER SUBMITTED WITH
APPLICATION**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Chapter 11

Case No. 24-34908 (CML)

ORDER GRANTING DEBTOR'S ~~EMERGENCY MOTION TO SUPPLEMENT THE RELIEF SOUGHT IN APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ANKURA CONSULTING GROUP, LLC AS FINANCIAL AND RESTRUCTURING ADVISOR AND~~ APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE ~~EXPANSION OF THE SCOPE OF THE SERVICES OF~~ EMPLOYMENT AND RETENTION OF ISAAC LEE AS CHIEF RESTRUCTURING OFFICER AND ANKURA CONSULTING GROUP, LLC, ~~TO PROVIDE A CHIEF AS FINANCIAL AND RESTRUCTURING OFFICER TO THE DEBTOR EFFECTIVE AS OF NOVEMBER 26, 2024~~ ADVISOR

Upon consideration of the *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Ankura Consulting Group, LLC as Financial and Restructuring Advisor* [Docket No. 47] (the "Retention Application")~~and,~~ the *Debtor's Supplement to Application for Entry of an Order Authorizing the Expansion of the Scope of the Services of Ankura Consulting Group, LLC to Provide a Chief Restructuring Officer to the Debtor Effective as of November 26, 2024* [Docket No. 82] (the "Supplement")~~of,~~ and the Emergency Motion for Entry of an Order Authorizing Ankura Consulting Group, LLC to Provide a Chief Restructuring

¹ The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

~~⁺ Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Application or Supplement, as applicable.~~

Officer to the Debtor Effective as of November 26, 2024 (the “Emergency Motion,” together with the Retention Application and Supplement, the “Application”)² of the above-captioned debtor and debtor in possession (the “Debtor”); and upon the First Day Declaration and the Lee Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the ~~Emergency Motion (the “Motion”)~~ Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the ~~Motion~~ Application is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and (d) the Debtor’s notice of the ~~Motion~~ Application and opportunity for a hearing on the ~~Motion~~ Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the ~~Motion~~ Application and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the ~~Motion~~ Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The ~~Motion~~ Application is granted on the terms set forth herein.
2. All objections to the ~~Motion~~ Application or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Debtor is authorized to employ Ankura as its financial and restructuring advisor under §§ 327(a) and 328 of the Bankruptcy Code, to perform such services as detailed in the

² Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Retention Application, Supplement, or Emergency Motion, as applicable.

Application, ~~the Supplement, and the Amended Engagement Agreement,~~ with such employment effective as of the Petition Date.

4. The ~~Debtor is authorized to designate~~ Debtor's appointment of Isaac Lee as its Chief Restructuring Officer, to perform such services as detailed in the ~~Supplement~~ Application and under the terms of the Engagement Letter and the Amended Engagement Letter, with such employment effective as of November 26, 2024, is approved.

5. All payments of professional fees and reimbursements of expenses to Ankura are subject to court approval based upon application to the Court and submission of contemporaneous time records, pursuant to Bankruptcy Rules and the BLR.

6. Service of the ~~Motion~~ Application, the Lee Declaration, and the proposed order was sufficient notice to parties under the circumstances.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062 and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry

8. This Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Order.

Dated: _____, 2024

Judge Christopher M. Lopez
United States Bankruptcy Judge

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 12/19/2024 1:21:04 PM	
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	59

EXHIBIT C

LEE CV

Isaac Lee

Managing Director

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Education

MBA, Tuck School at Dartmouth College
BS, Business Administration-Finance, University of Southern California

Certifications

NASD Series 7 and 63 (inactive)

Affiliations

American Bankruptcy Institute
Association of Insolvency & Restructuring Advisors
Turnaround Management Association

Isaac Lee is a Managing Director at Ankura with more than 25 years of experience advising on operational restructuring, liquidity management, and Chief Restructuring Officer engagements, as well as executing a broad range of recapitalization and restructuring transactions. He has significant experience advising management teams, governing boards, financial sponsors, investment funds, lenders, and creditors in both out-of-court and in-court situations. He is based in Los Angeles.

Isaac has significant healthcare industry experience that includes:

- Financial Advisor to Global Wound Care Medical Group – \$875 million in revenue provider of wound care services currently under Medicare suspension.
- Chief Restructuring Officer of Borrego Community Health Foundation – System of 26 health clinics based in Southern California with Medi-Cal fraud allegations. Services include medical, dental, pharmacy, women's health and behavioral health.
- Financial Advisor to lenders of a long-term care hospital system – \$200 million in revenue system that operates 29 facilities in 12 states.
- Financial Advisor to creditors of Victory Medical Centers - \$230 million in revenue surgical center system.

Isaac's CRO and advisory experience includes developing and implementing operational turnaround plans and liquidity management initiatives, developing and negotiating restructuring/recapitalization plans, and executing M&A and financing transactions. His experience also includes preparing business plans, cash flow forecasts, strategic alternatives analyses, liquidation analyses, and analyses of creditor claims and recoveries.

Before joining Ankura, Isaac was leading the West Coast practice efforts for PricewaterhouseCoopers' restructuring group, where he was responsible for leading advisory engagements. Prior to that, he was a senior banker in the recapitalization and restructuring group at Moelis & Company, an investment banking advisory firm. His restructuring and investment banking experience includes positions at Jefferies, Donaldson Lufkin & Jenrette, Salomon Smith Barney, and Chanin & Company. Isaac's experience also includes private equity at Kenwood Investments.



Summary of Selected Engagements

Company	Size (\$mm)	Industry	Transaction
Global Wound Care	875	Healthcare	Advising Company on Restructuring
Borrego Health	\$130	Healthcare	Chief Restructuring Officer/Liquidating Trustee Engagement
L-T Care Hospital Sys.	208	Healthcare	Advising Lender on a Restructuring/Recapitalization
MDC Texas Energy	400	Oil & Gas	Chief Restructuring Officer Engagement
Apparel Retailer	100	Retail Apparel	Advised Lender on a Restructuring/Recapitalization
Payless ShoeSource	747	Retail Apparel	Chief Restructuring Officer Engagement
Arecont Vision	80	Industrial	Advised Lender on a Restructuring/363 Sale
Island Pacific Seafood	120	Supermarket	Advised Lender on a Restructuring/Recapitalization
Fallbrook Technologies	220	Industrial	Chief Restructuring Officer/Liquidating Trustee Engagement
Oilfield Services/Tubing	\$185	Oil & Gas Equip.	Advised Company on Liability & Liquidity Management
Kitson	35	Retail Apparel	Advised Company on Liquidity Management/363 Sale
Victory Medical Centers	100	Healthcare	Advised Unsecured Creditors Committee
Computer Hardware/IT	55,000	Technology	Advised Company on Liability & Liquidity Management
IT Data Center Company	1,400	Technology	Advised Company on a Solvency Report
Love Culture Inc.	130	Retail Apparel	Advised Company on a Restructuring/363 Sale
Zyomyx Inc.	35	Biotechnology	Advised Creditor on an Out-of-Court Restructuring
Modnique Fashion	55	Retail Apparel	Advised Company on a Restructuring
Classic Party Rentals	125	Equip. Leasing	Advised Private Equity Bidder in 363 Sales Process
Allens, Inc.	160	Packaged Foods	Advised Private Equity Bidder in 363 Sales Process
Rising Beverage	50	Packaged Foods	Advised Board of Directors on Strategic Alternatives
Grakon Lighting	170	Automotive	Advised Company on an Out-of-Court Restructuring
Centro Properties Group	18,400	Real Estate	Advised Company on a Restructuring/M&A Transaction
Panavision Inc.	440	Media	Advised Company on an Out-of-Court Restructuring
Reader's Digest	2,200	Media	Advised Lenders on a Pre-Negotiated Ch. 11 Restructuring
Muzak Holdings LLC	460	Media	Advised Company on a Ch. 11 Restructuring
Pilgrim's Pride Corp.	2,800	Packaged Foods	Advised Creditors' Committee on a Ch. 11 Restructuring
Delphi Corporation	22,200	Automotive	Advised Creditors' Committee on a Ch. 11 Restructuring
Tinnerman Palnut	Undisc	Automotive	Advised Company on a Restructuring/M&A Transaction
New Vision Television	410	Media	Advised Company on a Pre-Packaged Ch. 11 Restructuring
Hartmarx Corporation	120	Apparel	Advised Company on a Restructuring/363 Sale
Undisclosed	635	Retail	Advised Company on a Credit Facilities Amendment
Solutia Inc.	4,100	Chemicals	Advised Equity Committee on a Ch. 11 Restructuring
Revere Industries, LLC	160	Industrial	Advised Company on an Out-of-Court Restructuring
Pliant Corp.	1,300	Packaging	Advised Company on a Ch. 11 Restructuring



Summary of Selected Engagements (Cont'd)

Company	Size (\$mm)	Industry	Transaction
Friedman's Inc.	225	Retail	Advised Company on a Ch. 11 Restructuring
Garden Ridge Corp.	205	Retail	Advised Company on a Ch. 11 Restructuring
Loral Space & Comms.	1,200	Aerospace	Advised Creditors' Committee on a Ch. 11 Restructuring
Disney Stores N.A.	100	Retail	Advised Company on Sale to The Children's Place
Atlas Air Worldwide	1,425	Transportation	Advised Creditors on a Pre-Negotiated Ch. 11 Restructuring
Exide Technologies	3,400	Automotive	Advised Creditors' Committee on a Ch. 11 Restructuring
Crown Cork & Seal Co.	3,200	Packaging	Advised Company on a Recapitalization/Refinancing
Exodus Communications	100	Technology	Advised Company on Acquisition of Cohesive Technologies
County of Orange, CA	2,000	Municipality	Advised Creditors' Committee on a Ch. 9 Restructuring

EXHIBIT D

AMENDED ENGAGEMENT AGREEMENT



ADDENDUM ONE TO
ANKURA/GLOBAL WOUND CARE ENGAGEMENT LETTER

This Addendum (this “*Addendum*”) to the Agreement between Ankura Consulting Group, LLC (“*Ankura*”) and Global Wound Care Medical Group (“*Client*”), dated as of October 14, 2024 (the “*Underlying Agreement*”), is effective as of November 26, 2024 (the “*Effective Date*”) and modifies that certain Underlying Agreement as set forth herein. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum but not otherwise defined in this Addendum shall have the meanings ascribed to such terms in the Underlying Agreement.

WHEREAS, pursuant to the Underlying Agreement, Client engaged Ankura for restructuring and financial advisory services; and

WHEREAS, Ankura and Client mutually desire to modify the Underlying Agreement to include interim management services by providing Isaac Lee to serve as Chief Restructuring Officer (“*CRO*”) in the manner set forth in this Addendum;

THEREFORE, in consideration of the mutual covenants in this Addendum and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Ankura and Client agree as follows, effective as of the Effective Date:

1. Addendum. The Underlying Agreement shall be modified as follows:

a. *Scope of Engagement*.

i. The following Services will be added to the existing Scope of Engagement:

1. Provide Isaac Lee to serve as CRO of the Company, which such position would be a duly appointed officer of the Company and a temporary member of the Company’s senior executive team.
2. Notwithstanding the reporting designation of Ralph Cetrulo set forth in paragraph 2 of the Underlying Agreement, the CRO will report directly to the Chief Executive Officer of the Company Owen B. Ellington (the “*CEO*”).
3. The CRO will be authorized to interact and coordinate with key stakeholders and parties of interest as deemed necessary by the CRO.
4. The CRO would be responsible for the following:
 - a. Leading the Company’s financial restructuring and bankruptcy related activities – Serve as the Company’s designated officer in coordinating the Company’s financial restructuring, negotiations with the US Department of Justice and Centers for Medicare and Medicaid Services with regard to the pending investigations, bankruptcy exit plan and transaction activities, including the Services set forth in (a) – (k) of the Underlying Agreement. The CRO would be supported by the Ankura team, Company management, and the Company’s legal and other advisors, to explore, evaluate, and analyze the Company’s available restructuring and bankruptcy exit plan options.



- b. Advisory Services – Lead the Company’s management and advisors in informing and advising the CEO on restructuring plan and bankruptcy exit plan options and recommendations.
 - c. Stakeholder Communication – Serve as the Company’s designee regarding engagement with internal and external stakeholders such as creditors, landlords and governmental agencies related to the Medicare suspension investigation and potential resolution.
 - d. Cash Management and Liquidity – Monitor disbursements made by the Company and provide oversight and guidance regarding actions to enhance and preserve the Company’s available liquidity.
 - e. Financial Authority and Responsibility - Approve budgets, expenditures related to the budget and related financial matters, and other matters related to the stipulation with the U.S. Department of Justice, all of which are subject to collaborating with the CEO as necessary to ensure that a physician is involved in any decision-making that affects the practice of medicine, as required by California’s corporate practice of medicine doctrine.
 - ii. Notwithstanding the designation of Ralph Cetrulo set forth in Section 1 paragraph 13 of the Underlying Agreement, in the event there is a disagreement as to any direction, guidance or instruction to be given to Ankura in connection with the foregoing Services, Ankura shall take such direction, guidance or instruction from the CEO of the Company.
 - b. *Court Approval.* The Company shall file this agreement with the Bankruptcy Court for approval.
 - c. *Miscellaneous: Authority; Due Authorization; Enforceability.* The Company represents and warrants that the CEO has duly approved the retention of Ankura and approved the terms of this Addendum, including the appointment and authorization of the CRO.
2. Miscellaneous. This Addendum may be executed in counterparts by the parties, each of which shall be deemed an original and which, when taken together, shall constitute a single instrument. Except as provided herein, all terms and conditions contained in the Underlying Agreement are restated and ratified and shall remain in full force and effect in all respects. This Addendum shall be governed in accordance with the laws of the state of New York.

[Signature pages follow.]



The parties hereto have authorized their representatives to execute this Addendum to be effective as of the Effective Date.

Ankura Consulting Group, LLC

A handwritten signature in black ink, appearing to read "L. Robichaux IV".

Louis E. Robichaux IV
Senior Managing Director

12/6/2024

(Date)

Global Wound Care Medical Group

A handwritten signature in black ink, appearing to read "Owen B. Ellington, M.D.".

Owen B. Ellington, M.D.
Chief Executive Officer

12/7/2024

(Date)